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8 Attorneys for Plaintiff
9 The Chemical Toxin Working Group Inc. doing
10 business as Healthy Living Foundation Inc.

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**
14

15 **THE CHEMICAL TOXIN WORKING**
16 **GROUP INC., a California non-profit**
17 **corporation, doing business as HEALTHY**
18 **LIVING FOUNDATION INC.**

19 Plaintiff,

20 v.

21 **SAMUELS AND SON SEAFOOD CO., INC. a**
22 **Pennsylvania corporation; et al.,**

23 Defendants.

CASE NO. 23STCV19516

[PROPOSED] CONSENT JUDGMENT

[Assigned for All Purposes to the Hon.
Bradley S. Philips, Dept. 24]

Complaint: August 15, 2023

24 **1. INTRODUCTION**

25 1.1. The Parties to this Consent Judgment are The Chemical Toxin Working Group Inc.
26 doing business as Healthy Living Foundation Inc. ("Plaintiff") and Defendant Samuels and Son
27 Seafood Co., Inc. ("Defendant"). Plaintiff and Defendant (collectively, the "Parties" and
28 individually, a "Party") enter into this Consent Judgment ("Consent Judgment") to settle claims
asserted by Plaintiff against Defendant as set forth in the Complaint.

1.2. It is alleged that Defendant has distributed and/or sold the Covered Products.

1.3. On November 11, 2022, Plaintiff served a 60-day notice of violation of Proposition 65
on the California Attorney General, the District Attorneys of every county in California, the City

1 Attorneys of every California city with a population greater than 750,000, and to Defendant, alleging
2 that Defendant violated Proposition 65 by exposing persons in California to the Listed Chemicals in
3 (1) Blue Point Oysters from United States by GourmetFoodStore.com (2) Emerald Cove Oysters
4 from Canada by GourmetFoodStore.com, (3) Holy Grail Oysters from United States by
5 GourmetFoodStore.com, and (4) James River Oysters from United States by GourmetFoodStore.com
6 without first providing a clear and reasonable Proposition 65 warning (the "Notice"). The Notice is
7 designated with Attorney General number 2022-02729. No designated governmental entity has filed
8 a complaint against Defendant with regard to the (1) Blue Point Oysters from United States by
9 GourmetFoodStore.com (2) Emerald Cove Oysters from Canada by GourmetFoodStore.com, (3)
10 Holy Grail Oysters from United States by GourmetFoodStore.com, and/or (4) James River Oysters
11 from United States by GourmetFoodStore.com for the alleged violations.

12 1.4. For purposes of this Consent Judgment only, the Parties stipulate that this Court has
13 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
14 over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Los
15 Angeles, and that this Court has jurisdiction to enter and enforce this Consent Judgment as a full and
16 final resolution of all claims which were or could have been raised in the Complaint based on the
17 facts alleged therein and in the Notice with respect to Covered Products manufactured, distributed,
18 and/or sold by or on behalf of Defendant. Additionally, for purposes of this Consent Judgment,
19 Defendant is deemed a person in the course of doing business in California and subject to the
20 provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
21 Safety Code §§ 25249.6 et seq. ("Proposition 65").

22 1.5. Defendant denies the allegations in the Notice and Complaint, and nothing in this
23 Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of
24 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or
25 be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation
26 of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,
27 argument, or defense the Parties may have in any other pending or future legal proceedings. This
28

1 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely
2 for purposes of settling, compromising, and resolving issues disputed in this action.

3 **2. DEFINITIONS**

4 2.1 The “Complaint” means the complaint filed on August 15, 2023 in the above-
5 captioned matter.

6 2.2 The “Covered Product(s)” means the following products sold or supplied by the
7 Defendant:

8 2.2.1 Blue Point Oysters from United States by GourmetFoodStore.com;

9 2.2.2 Emerald Cove Oysters from Canada by GourmetFoodStore.com;

10 2.2.3 Holy Grail Oysters from United States by GourmetFoodStore.com; and

11 2.2.4 James River Oysters from United States by GourmetFoodStore.com.

12 2.3 “Listed Chemicals” means lead, lead compounds and cadmium.

13 2.4 The “Effective Date” means the date on which the Court signs and enters this Consent
14 Judgment.

15 2.5 “Compliance Date” refers to the date that is thirty (30) days after the Effective Date.

16 2.6 “Distributor” is any entity or individual that sells Covered Products into the State of
17 California.

18 2.7 “Reasonably Foreseeable” means that a reasonable inquiry would have revealed to the
19 Defendant that a Distributor could sell Covered Products to California. Some, but not all examples of
20 such circumstances include: where the Distributor sells products online/over the internet, telephone,
21 telephone applications, or mail-order; maintains or intends to maintain storage, warehouse(s), brick-
22 and-mortar retail establishment(s) located in California.

23 2.8 The term “Distributing into the State of California” or “Distributes into the State of
24 California” shall mean to directly ship a Covered Product into California for sale in California or to
25 sell a Covered Product to a Distributor that Defendant knows sells the Covered Product into
26 California, or for whom it is Reasonably Foreseeable that Distributor may sell Covered Product in
27 California.

1 **3. INJUNCTIVE RELIEF**

2 3.1 Any Covered Products that Defendant may Distribute into the State of California
3 after the Compliance Date shall either (1) comply with the warning requirements of Section 3.2, or
4 (2) meet the reformulation requirements under Section 3.3.

5 **3.2 Warnings**

6 3.2.1 For Covered Products that require a Proposition 65 warning under this Consent
7 Judgment, the warning must follow these requirements:

8 3.2.2 Warning Statement – The warning statement must comply with either Option 1
9 or Option 2 below.

10 A) Option 1, Long-Form Warning:

11 **WARNING:** Consuming this product can expose you to chemicals including lead and
12 cadmium, which are known to the State of California to cause cancer and birth defects or
13 other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

14 B) Option 2, Short-Form Warning:

15 The font size of this short-form warning must be a minimum of 6 points, and it cannot be
16 smaller than the largest size font used for other consumer information (as defined in 27 Cal.
17 Code Regs. § 25600.1(c) included on the label:

18 WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food

19 3.2.3 Warning Method of Transmission

20 3.2.3.1 The term “WARNING” shall be in bold and capitalized.

21 3.2.3.2 The warning statement shall be prominently displayed for the Covered Products
22 (1) on the label of the Covered Product, or (2) on a posted sign, shelf tag, or shelf sign, provided that
23 the statement is displayed with such conspicuousness, as compared with other words, statements, or
24 designs as to render it likely to be read and understood by an ordinary individual prior to sale.

25 3.2.3.3 The warning statement on the Covered Product’s label must be set off from other
26 surrounding information and enclosed in a text box.

27 3.2.3.4 If the warning statement is displayed on a placard, shelf tag, or sign where the
28 Covered Product is offered for sale in a physical store, the warning placard or sign must enable an
ordinary individual to determine which Covered Products the warning applies to.

 3.2.3.5 Where the Covered Products’ sign or label used to provide a warning includes
consumer information about a product in a language other than English, the warning must also be

1 provided in that language in addition to English.

2 3.2.3.6 For any Covered Product sold by Defendant over the internet, a warning shall be
3 prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a
4 clearly marked hyperlink using the word "WARNING" in all capital and bold letters on the Covered
5 Product's primary display page; (c) on the checkout page or any other page in the checkout process
6 when a California delivery address is indicated for any purchase of any Covered Product and with the
7 warning clearly associated with the Covered Product to indicate that the product is subject to the
8 warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing
9 the purchase. If the warning is provided using the short-form warning label content pursuant to Section
10 3.2.2.B above, the warning provided on the website may use the same content. For Defendant's
11 internet/online sales, in addition to the online warning described above, Defendant must also ensure a
12 warning meeting the requirements of Section 3.2.2(A) appears on the label or packaging of the Covered
13 Product.

14 3.2.3.7 Where a label contains a foreign language, the warning must also be provided in
15 that language.

16 **3.3 Reformulated Covered Products; Testing**

17 3.3.1 Beginning as of the Compliance Date, Defendant shall not sell in the State of California,
18 or "Distribute into the State of California," any Covered Product that exposes a person to a "Daily Lead
19 Exposure Level" of more than 0.5 micrograms of lead per day or a "Daily Cadmium Exposure Level"
20 of more than 4.1 micrograms of cadmium per day, unless it meets the warning requirements under
21 Section 3.2 above.

22 3.3.2 Daily Lead or Cadmium Exposure Level: For purposes of this Consent Judgment, the
23 "Daily Lead Exposure Level" and "Daily Cadmium Exposure Level" shall be measured in micrograms,
24 and shall be calculated using the following formula: micrograms of each of the Listed Chemicals per
25 gram of product, multiplied by 110 grams of product per serving of the product,¹ multiplied by servings
26 of the product per day, which equals micrograms of lead exposure per day.

27
28

¹ U.S. Food and Drug Administration, *Reference Amounts Customarily Consumed: List of Products* (2016), at 21.
Available at <https://www.fda.gov/media/102587/download>,
{00132163.DOCX-1 }

1 3.3.3 For purposes of determining if a warning is required pursuant to Section 3.2, the average
2 Listed Chemicals concentration of three (3) samples of the Covered Products randomly selected from
3 different lot numbers by Defendant (or from as many lots as are available for testing if there are fewer
4 than three (3)) will be determined. HLF reserves the right to test reformulated products and, if the
5 results are violative of Section 3.3.1, assert any new claims that may arise, subject to the provisions of
6 Section 5, for any Covered Products that are not properly labeled under Proposition 65.

7 3.3.4 All testing pursuant to this Consent Judgment shall be performed using a laboratory
8 method that complies with the performance and quality control factors appropriate for the method used,
9 including limit of detection, limit of quantification, accuracy, and precision and meets the following
10 criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS) achieving a limit of quantification
11 of less than or equal to 0.010 mg/kg, or any other testing method subsequently agreed upon in writing
12 by the Parties.

13 3.3.5 All testing pursuant to this Consent Judgment shall be performed by an independent
14 third-party laboratory accredited to perform testing for the Listed Chemicals using the methodology in
15 Section 3.3.4. Testing shall be performed prior to Defendant's first distribution into California or sale
16 in California of any Covered Product produced or purchased by Defendant after the Compliance Date,
17 and testing shall continue at least once per year for two consecutive years after the Compliance Date.

18 3.3.6 The requirements of Section 3.3 do not apply to any of the Covered Products for which
19 Defendant has provided a warning as specified in Section 3.2.

20 3.3.7 For any Covered Products that Defendant has currently in its possession and control as
21 of the Effective Date that do not meet the requirements of Section 3.3.1, Defendant shall not Distribute
22 into the State of California these Covered Products, unless they contain a warning pursuant to Section
23 3.2.

24 **3.4 Compliance.** Notwithstanding the foregoing, the Parties agree that Defendant shall be
25 deemed to be in compliance with this Consent Judgment by either providing the warning of § 3.2 of
26 this Consent Judgment or by complying with warning requirements adopted by the State of
27 California's Office of Environmental Health Hazard Assessment ("OEHHA") after the Effective Date
28 or otherwise. If OEHHA regulations require or permit specific safe harbor warning text and/or

1 methods of transmission different than those set forth above, Defendant shall be entitled to use, at its
2 discretion, such other specific safe harbor warning text and/or methods of transmission without being
3 deemed in breach of this Consent Judgment. In the event that OEHHA promulgates one or more
4 regulations requiring, permitting or establishing warning text and/or methods of transmission
5 applicable to the chemicals at issue and product type at issue here, different than those set forth
6 above, Defendant shall be entitled to use, at its discretion, such other warning text, method of
7 transmission, without being deemed in breach of this Agreement. If regulations, legislation, or
8 controlling judicial rulings are enacted or issued providing that a Proposition 65 warning for the
9 product is no longer required, a lack of warning will not thereafter be a breach of this Agreement.
10 Plaintiff retains the right to enforce this Agreement as relates to such new requirements.

11 **4. SETTLEMENT PAYMENT**

12 **4.1 Total Settlement Amount:** Within ten (10) calendar days of the Effective Date,
13 Defendant shall make a total payment of \$135,000.00 ("Total Settlement Amount") in full
14 satisfaction of all potential civil penalties, additional settlement payments, attorney's fees and costs
15 (including, but not limited to, fees and costs incurred by attorneys, experts, and investigators),
16 pursuant to Section 4.3 as indicated below.

17 **4.2 Allocation:** The Total Settlement Amount shall be apportioned and paid by
18 Defendant as follows:

19 **4.2.1 Civil Penalty.** \$25,850 shall be considered a civil penalty pursuant to California Health
20 and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit seventy-five percent (75%), to
21 the "Safe Drinking Water and Toxic Enforcement Fund" managed by the State of California's Office
22 of Environmental Health Hazard Assessment. Plaintiff shall retain twenty-five percent (25%) of the
23 civil penalty pursuant to California Health and Safety Code section 25249.12(d).

24 **4.2.2 Additional Settlement Payment.** \$19,380 shall be distributed to Plaintiff as an Additional
25 Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203,
26 subdivision (d) and 3204. Plaintiff will use this payment as follows: Eighty percent (80%) for fees of
27 investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for
28 expert fees for evaluating exposures through various mediums, including but not limited to consumer

1 product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost
2 of hiring consulting and retaining experts who assist with the extensive scientific analysis necessary
3 for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but
4 excluding attorney fees; for publishing periodicals and other medias regarding public awareness about
5 the issue of environmental pollution and presence of Proposition 65 chemicals in the environment and
6 consumer products; donations and supplies, including but not limited to, water filters and air filters for
7 public schools and communities, to regions impoverished by industrial pollution. And twenty percent
8 (20%) for administrative costs incurred during investigation and litigation to reduce the public's
9 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be
10 responsible for such exposures and attempting to persuade those persons and/or entities to reformulate
11 their products or the source of exposure to completely eliminate or lower the level of Proposition 65
12 listed chemicals including but not limited to costs of documentation and tracking of products
13 investigated, storage of products, website enhancement and maintenance, computer and software
14 maintenance, investigative equipment, Plaintiff's member's time for work done on investigations,
15 office supplies, mailing supplies, service, and postage. Within 30 days of a request from the Attorney
16 General, Plaintiff shall provide to the Attorney General copies of documentation demonstrating how
17 the above funds have been spent. Plaintiff shall be solely responsible for ensuring the proper
18 expenditure of such additional settlement payment.

19 4.2.3 Attorneys' Fees. Defendant shall pay \$89,770 to "Poulsen Law P.C." (herein "Poulsen
20 Law") as reimbursement of Plaintiff's attorney's fees and costs (including but not limited to expert
21 and investigative costs) incurred in bringing this action.

22 **4.3 Delivery of Payment**

23 4.3.1 Defendant shall pay the Total Settlement Amount by wire transfer to Plaintiff counsel's
24 escrow account, for which Plaintiff's counsel will give Defendant the necessary account information.

25 4.3.2 Plaintiff shall be solely responsible for allocating the Total Settlement Amount pursuant
26 to Section 4. Upon request, Plaintiff or its legal counsel shall supply Defendant with a completed W-
27 9 form.
28

1 **5. ENFORCEMENT**

2

3 5.1 The Parties agree that any legal action to enforce this Consent Judgment shall be

4 brought in Los Angeles County Superior Court. The Parties agree that Los Angeles County Superior

5 Court has subject matter jurisdiction over the enforcement of this Consent Judgment and personal

6 jurisdiction over Defendant, and that venue is proper in Los Angeles County. The Plaintiff and

7 Defendant have the exclusive right to enforce the terms of the Consent Judgment. They may enforce

8 any of the terms and conditions of this Consent Judgment only after that Party first provides thirty

9 (30) days notice identifying a material noncompliance with the terms and conditions of this Consent

10 Judgment and attempts to resolve such Party's failure to comply in a good faith manner.

11 Notwithstanding the immediately preceding sentence, Plaintiff may bring a motion or an action to

12 enforce any breach of the settlement payment terms in Section 4 upon five (5) business days written

13 notice by Plaintiff to the Defendant.

14 5.2 Prior to bringing any motion, order to show cause, or other proceeding to enforce the

15 terms of this Consent Judgment other than for failure to make payment, Plaintiff shall serve a Notice

16 of Violation ("NOV") to the Defendant via electronic mail to the Parties identified in Section 10. The

17 NOV shall include for the Covered Product(s): the date(s) the alleged violation(s) was observed and

18 the location at which the Covered Products were offered for sale and shall be accompanied by all test

19 data obtained by Plaintiff regarding the Covered Products, and any other evidence or support for the

20 allegations in the NOV.

21 5.3 Defendant shall, within thirty (30) days following service of such NOV, provide

22 Plaintiff with documentation that meets one of the following conditions:

23 5.3.1 The Covered Products were shipped by Defendant for sale in California before the

24 Compliance Date or are otherwise exempt, or

25 5.3.2 Since receiving the NOV, Defendant has taken corrective action by either (i) requesting,

26 in writing, with receipt confirmation, that its customers or stores in California, as applicable, remove

27 the Covered Products identified in the NOV from sale in California and destroy or return the identified

28

1 Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and reasonable
2 warning for the Covered Products identified in the NOV pursuant to Section 3 above.

3 5.3.3 Plaintiff shall take no further action to enforce the alleged violation(s) of this Consent
4 Judgment if the documentation called for in this section satisfies the requirements of Sections 5.3.1 or
5 5.3.2 above.

6 5.4 After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute remains
7 as to compliance with the terms and conditions of this Consent Judgment, the Parties shall meet and
8 confer pursuant to Section 13 below to resolve the matter for a period of no less than an additional
9 thirty (30) days during which time Defendant may cure any purported deficiency and if completed
10 within that time then Plaintiff may not proceed with any further action and Plaintiff shall not claim or
11 request any additional fees, costs or penalties. Should the purported deficiency not be cured, then
12 after the additional thirty (30) days, Plaintiff may take any further legal action to enforce this Consent
13 Judgment.

14 5.5 In any proceeding brought by either Party to enforce this Consent Judgment, the
15 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16 **6. BINDING EFFECT; CLAIMS COVERED AND RELEASED**

17 6.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff, on
18 behalf of itself and in the public interest, and its respective principals, officers, directors, employees,
19 parents, subsidiaries, executors, administrators, successors, and assigns, on the one hand, and
20 Defendant, on behalf of itself, and its respective owners, principals, shareholders, officers, directors,
21 employees, parent companies, subsidiaries, heirs, executors, divisions, administrators, predecessors,
22 successors and assigns, on the other, of any alleged violation of Proposition 65 or its implementing
23 regulations for failure to provide Proposition 65 warnings up through the Effective Date for exposure
24 to the Listed Chemicals from the import, manufacturing, marketing, distribution, sale or offering for
25 sale, handling, use or consumption of the Covered Products, and fully resolves all claims that have
26 been asserted or could have been asserted based on the Notice and in the Complaint, for failure to
27 provide Proposition 65 warnings. Plaintiff hereby releases, waives all claims against, and discharges
28 Defendant, its respective owners, principals, shareholders, officers, directors, employees, parent

1 companies, subsidiaries, suppliers, franchisees, licensees, customers, distributors, wholesalers,
2 retailers and any of Defendant's suppliers only for ingredients or components used by Defendant to
3 make the Covered Products, downstream entities in the distribution chain for the Covered Products
4 and the predecessors, successors and assigns of any of them (collectively, "Released Parties"), for
5 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,
6 costs and expenses related to any alleged violation of Proposition 65 arising from any failure to
7 provide Proposition 65 warnings for the Listed Chemicals for the Covered Products up through the
8 Effective Date.

9 6.2 Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own behalf
10 only, on the other hand, further waive and release any and all claims they may have against each other
11 for all actions or statements made or undertaken in the course of seeking or opposing enforcement of
12 Proposition 65 in connection with the Notice and Complaint.

13 6.3 It is possible that other claims not known to the Parties, arising out of the facts alleged
14 in the Notice and Complaint, and relating to the Covered Products, will develop or be discovered.
15 Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge that this
16 Consent Judgment is expressly intended to cover and include all such claims up through and
17 including the Effective Date, including all rights of action therefore. Plaintiff and Defendant
18 acknowledge that the claims released in Sections 6.1 and 6.2 above may include unknown claims, and
19 nevertheless waive California Civil Code section 1542 and any federal or state law of similar effect as
20 to any such unknown claims. California Civil Code section 1542 reads as follows:

21
22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
24 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
25 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
26 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

27 6.4 Plaintiff on behalf of itself only, and Defendant on behalf of itself only, acknowledge
28 and understand the significance and consequences of this specific waiver of California Civil Code
section 1542.

6.5 The Parties agree that compliance with the terms of this Consent Judgment shall
constitute compliance by any Released Party with Proposition 65 regarding alleged exposures to the

1 Listed Chemicals in the Covered Products manufactured, purchased, distributed, or sold by Plaintiff
2 after the Compliance Date. This release shall not apply to any Distributor who fails to provide an
3 internet warning as required pursuant to paragraph 3.2.3.6.

4 **7. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

5 7.1 In the event that any of the provisions of this Consent Judgment are held by a court to
6 be unenforceable, the validity of the remaining enforceable provisions shall not be adversely
7 affected.

8 **8. GOVERNING LAW**

9 8.1 The terms and conditions of this Consent Judgment shall be governed by and
10 construed in accordance with the laws of the State of California.

11 **9. MODIFICATION**

12 9.1 This Consent Judgment after its entry by the Court may be modified by stipulation of
13 the Parties with the approval of the Court or by an order of this Court on noticed motion by a Party
14 in accordance with law. Any Party seeking to modify this Consent Judgment must notify the other
15 Party in writing, and the Parties shall thereafter attempt in good faith to meet and confer with the
16 other Party prior to filing a motion to modify the Consent Judgment. If the Parties are unable to
17 resolve their dispute informally within sixty (60) days after the date of the written notification, the
18 Party that issued the written notification to seek the modification may bring a motion or proceeding
19 to seek judicial relief as to the requested modification.

20 9.2 In any stipulated modification to the Consent Judgment, the Party requesting the
21 modification shall prepare the draft motion or application to modify the Consent Judgment.

22 9.3 Modification of Injunctive Relief – If regulations, legislation, or controlling judicial
23 rulings are enacted or issued, which affect the injunctive relief provisions of this Consent Judgment at
24 section 3.3, Defendant may thereafter seek to modify this Consent Judgment as to adopt those
25 injunctive terms and comply with them instead of those presently set forth in Section 3.3. If
26 Defendant seeks to adopt different injunctive terms, it shall provide notice to Plaintiff consistent with
27 Section 9 of this Consent Judgment, and Plaintiff agrees to meet and confer in accordance with that
28 provision.

1 **10. PROVISION OF NOTICE**

2 10.1 All notices required to be given to either Party to this Consent Judgment by the other
3 shall be in writing and sent to the following agents listed below via both email and first-class mail.

4 For Plaintiff:
5 Aida Poulsen
6 Poulsen Law P.C.
7 15303 Ventura Blvd., 9th Floor
8 Sherman Oaks, CA 91403
9 Email: contact@poulsenlaw.org

10 For Defendant:
11 Ladd Cahoon
12 Edgcomb Law Group, LLP
13 591 Redwood Highway, Suite 2320
14 Mill Valley, CA 94941
15 Tel: +1 (415) 399 1560
16 Email: lcagoon@edgcomb-law.com

17 **11. EXECUTION AND COUNTERPARTS**

18 11.1 This Consent Judgment may be executed in counterparts, which taken together shall be
19 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as
20 the original signature.

21 **12. DRAFTING**

22 12.1 The terms of this Consent Judgment have been reviewed by the respective counsel for
23 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
24 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
25 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and
26 no provision of this Consent Judgment shall be construed against any Party, based on the fact that one
27 of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the
28 Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the
preparation and drafting of this Consent Judgment.

13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

 13.1 If a dispute arises with respect to either Party's compliance with the terms of this
Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing, and
endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the
absence of such a good faith attempt to resolve the dispute beforehand.

1 **14. ENTIRE AGREEMENT, AUTHORIZATION**

2 14.1 This Consent Judgment contains the sole and entire agreement and understanding of
3 the Parties with respect to the entire subject matter herein, and any and all prior discussions,
4 negotiations, commitments, and understandings related hereto. No representations, oral or otherwise,
5 express or implied, other than those contained herein have been made by any Party. No other
6 agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to
7 bind any Party.

8 14.2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
9 the Party he or she represents to stipulate to this Consent Judgment.

10 **15. COURT APPROVAL**

11 15.1 Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant to
12 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, Plaintiff and
13 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

14 15.2 The Parties shall make all reasonable efforts possible to have the Consent Judgment
15 approved by the Court. For purposes of this Section, "reasonable efforts" shall include, at minimum,
16 cooperating with the drafting and filing of the necessary moving papers, and supporting the motion
17 for judicial approval.

18 15.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
19 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
20 become null and void, and the actions shall revert to the status that existed prior to the execution date
21 of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
22 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have
23 any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in
24 any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the
25 terms of the Consent Judgment and to resubmit it for approval.

26 **16. SERVICE ON THE ATTORNEY GENERAL**

27 16.1 Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on the
28 California Attorney General so that the Attorney General may review this Consent Judgment prior to

its approval by the Court. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, and in the absence of any written objection by the Attorney General to the terms of this Consent Judgment, may the Court approve this Consent Judgment.

17. ATTORNEY FEES

17.1 Except as specifically provided in section 4.2.3 and 5.5, each party shall bear its own costs and attorney fees in connection with this action.

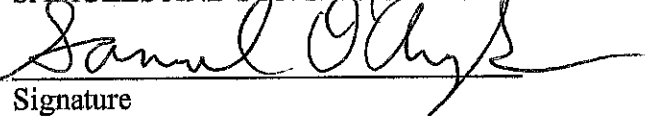
18. RETENTION OF JURISDICTION

18.1 This Court shall retain jurisdiction of this matter to implement, enforce, or modify the Consent Judgment under Code of Civil Procedure § 664.6.

IT IS SO STIPULATED:

Dated: January 31, 2025

SAMUELS AND SON SEAFOOD CO., INC.



Signature

SAMUEL D'ANGELO
Printed Name

PRESIDENT
Title

Dated: January 30, 2025

THE CHEMICAL TOXIN WORKING
GROUP INC., doing business as HEALTHY
LIVING FOUNDATION INC.



Signature

David Steinman
Printed Name

Chief Officer
Title

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ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____ Judge of the Superior Court